

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ESTHER HOFFMAN; SARAH DOUGLASS;
ANTHONY KIM; and IL KIM and DARIA
KIM, husband and wife and the marital
community comprised thereof, on behalf of
themselves and on behalf of others similarly
situated,

Plaintiffs,

vs.

TRANSWORLD SYSTEMS INCORPORATED;
PATENAUE AND FELIX, A.P.C.;
MATTHEW CHEUNG, and the marital
community comprised of MATTHEW CHEUNG
and JANE DOE CHEUNG; National Collegiate
Student Loan Trust 2004-2; National Collegiate
Student Loan Trust 2005-2; National Collegiate
Student Loan Trust 2005-3; National Collegiate
Student Loan Trust 2006-1; National Collegiate
Student Loan Trust 2006-3; National Collegiate
Student Loan Trust 2007-4,

Defendants.

Case No. C18-1132 TSZ

DECLARATION OF SAM
LEONARD IN SUPPORT OF
PLAINTIFFS' MOTION TO
COMPEL DISCOVERY

NOTED FOR CONSIDERATION:
April 22, 2022

I, Sam Leonard, declare as follows:

1. I am one of the attorneys of record for Plaintiffs in this action. I am over the age of 18 and if called to testify regarding the matters discussed herein, I am competent to do so.
2. I make this declaration based on my personal knowledge.

1 3. Attached hereto as **Exhibit A** is a true and correct copy of portions of Defendant
2 Transworld System Inc.'s Fifth Amended and Supplemental Responses to Plaintiffs' First
3 Interrogatories.

4 4. Attached hereto as **Exhibit B** are true and correct copies of affidavits signed by TSI
5 employees that were filed in Washington State courts in support of Motions for Default
6 against the Plaintiffs. TSI obtained at least one default judgment against each of the
7 Plaintiffs. After counsel appeared on behalf of the Plaintiffs, all of those default judgments
8 were vacated, except for the one obtained against Esther Hoffman,. With the exception of the
9 case that NCSLT 2004-2 brought against Esther Hoffman, the lawsuits against all of the other
10 Plaintiffs brought by the NCSLT Defendants were dismissed after attorneys appeared on their
11 behalf.
12

13 5. Attached hereto as **Exhibit C** is a true and correct copy of select pages taken from
14 Defendant Transworld Systems Inc.'s First Amended and Supplemental Responses to
15 Plaintiffs' Second Set of Requests for Production of Documents that was produced on March
16 21, 2022. The requests for production were originally served on TSI on July 28, 2021. TSI
17 provided its initial responses on September 10, 2021. TSI did not produce any documents
18 with its initial responses. TSI provided two documents consisting of a total of three pages in
19 addition to its written objection. Those documents are described in TSI's response to RFP
20 No. 38. One of the documents contained a list of individuals who had not been previously
21 disclosed.
22
23

24 6. Attached hereto as **Exhibit D** is a true and correct copy of Defendant Transworld
25 Systems Inc.'s First Amended and Supplemental Response to Plaintiffs' Second Set of
26 Interrogatories produced March 21, 2022. These interrogatories were originally served on

1 TSI on July 28, 2021. TSI provided its initial responses on September 10, 2021. On March
2 21, TSI provided a document containing a list it claims is responsive to Interrogatory No. 21,
3 which is attached hereto as **Exhibit E**. It also provided a document containing a list that it
4 claims is responsive to Interrogatory No. 24, which is attached hereto as **Exhibit F**. I pulled
5 some of the court records from the cases listed in Exhibit E and F and discovered that
6 affidavits were filed in those cases to obtain default judgments similar to the affidavits filed
7 to obtain judgments against the Plaintiffs, but the affiants were not individuals that were
8 previously disclosed by TSI.
9

10 7. On March 25, 2022, TSI supplemented its response to RFP Nos. 38 and 39 and
11 provided a document containing a list of TSI employees it claims received a copy of the
12 Consent Order. No original documents were provided in support of its assertion.
13

14 8. On February 8, 2022, the Court entered a Minute Order that addressed whether the
15 actions TSI took in response to the Consent Order were privileged. Shortly thereafter,
16 Plaintiffs sent TSI a request to meet and confer regarding RFP Nos 38, 39, 40, 45, 46 and 50
17 and Interrogatory Nos 21 and 24, as well as others. A true and correct copy of that letter is
18 attached hereto as **Exhibit G**. The parties conferred via Zoom on March 17, 2022. Instead of
19 engaging in meaningful discussions regarding each of the identified requests and
20 interrogatories and the objections, TSI's counsel stated that TSI would agree to supplement
21 some responses by March 21, 2022, but TSI's counsel did not identify which responses
22 would be supplemented.
23

24 9. Attached hereto as **Exhibit H** is a true and correct copy of a letter that I sent TSI's
25 counsel on March 24, 2022 regarding TSI's supplemental responses produced March 21,
26 2022.

10. Attached hereto as **Exhibit I** is a true and correct copy of a letter I received from TSI's counsel on March 28, 2022 in response to my March 24, 2022 letter.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct

Executed in Seattle, Washington, on this this 4th day of April, 2022.

By: /s/ Sam Leonard
Sam Leonard, WSBA #46498

EX. A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ESTHER HOFFMAN; SARAH DOUGLASS;
ANTHONY KIM; and IL KIM and DARIA
KIM, husband and wife and the marital
community comprised thereof, on behalf of
themselves and on behalf of others similarly
situated,

Plaintiffs,

vs.

TRANSWORLD SYSTEMS INCORPORATED;
PATENAUDE AND FELIX, A.P.C.;
MATTHEW CHEUNG, and the marital
community comprised of MATTHEW CHEUNG
and JANE DOE CHEUNG; National Collegiate
Student Loan Trust 2004-2; National Collegiate
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Student Loan Trust 2005-3; National Collegiate
Student Loan Trust 2006-1; National Collegiate
Student Loan Trust 2006-3; National Collegiate
Student Loan Trust 2007-4,

Defendants.

Case No. C18-1132 TSZ

DEFENDANT TRANSWORLD
SYSTEMS INC.'S FIFTH
AMENDED AND SUPPLEMENTAL
RESPONSES TO PLAINTIFFS'
FIRST INTERROGATORIES

TRANSWORLD SYSTEMS INC.'S FIFTH AMENDED
AND SUPPLEMENTAL RESPONSES TO PLAINTIFFS'
FIRST INTERROGATORIES – 1
(Case No. C18-1132 TSZ)

Sessions, Israel & Shartle, LLC
3850 N. Causeway Blvd., Ste. 200
Metairie, LA 70002-7227
Phone: (504) 846-7931
Fax: (504) 828-3737

1 to object to the admissibility at trial of any of the documents identified in response to the
2 Interrogatories.

3 FIRST AMENDED AND SUPPLEMENTAL GENERAL OBJECTIONS

4 [Withdrawn]

5 Subject to the foregoing, TSI¹ responds to Plaintiffs' First Interrogatories as follows:

6 INTERROGATORY NO. 1: Identify all individuals who participated in answering these
7 interrogatories. Include the person's position, responsibilities, role, and the basis for their
8 knowledge.

9 ANSWER: TSI objects to the Interrogatory as overly broad in that it calls for
10 identification of "all individuals" and is vague as to the term "participated." Subject to said
11 objections, responses were prepared by Bradley Luke, Director of Operations, Claims
12 Processing, Transworld Systems Inc. with assistance from counsel.

13 FIRST AMENDED AND SUPPLEMENTAL ANSWER: TSI's previous objections to
14 this Interrogatory are withdrawn. Answers were prepared by Bradley Luke, Director of
15 Operations, Claims Processing, Transworld Systems Inc. with assistance from counsel. Mr. Luke
16 prepared these answers largely upon his own personal involvement and knowledge of TSI's
17 activities relating to the Plaintiffs, and a review of TSI's records.

18 INTERROGATORY NO. 2: Identify and describe all efforts you made to collect or
19 attempt to collect a debt from Plaintiffs, including but not limited to the referring creditor, the
20

21
22 ¹ Unless otherwise specified, TSI means only TSI itself and no others, and TSI specifically objects to and rejects
any contrary meaning suggested by or stated in the Definitions.

1 date you first received information from the creditor, and all communications between you and
2 the creditor relating to the debts you alleged Plaintiffs owed.

3 ANSWER: TSI acted only in its sub-servicer role with respect to Plaintiffs during the
4 Relevant Time Period. Except to the extent Plaintiffs construe credit reporting as an attempt to
5 collect a debt, TSI made no direct attempt to collect from any Plaintiff during the Relevant Time
6 Period.

7 FIRST AMENDED AND SUPPLEMENTAL ANSWER: TSI acted only in its special
8 sub-servicer role with respect to Plaintiffs during the Relevant Time Period. In further
9 explanation, TSI's activities with respect to Plaintiffs during the Relevant Time Period were
10 conducted solely pursuant to the Default Prevention and Collection Services Agreement, as
11 amended (a copy of which has been produced in response to Plaintiffs' First Requests for
12 Production of Documents). This means, without limitation, that TSI received and maintained
13 student loan account documents pertaining to Plaintiffs' loans owned by one of the 6 Defendant
14 Trusts and acted as a custodian of those records; it maintained a record of transactions impacting
15 those accounts; it referred those accounts to third party debt collection companies and law firm(s)
16 for collection activities determined by those third parties to be appropriate; it responded to those
17 third parties' requests for information, documents, and/or affidavits pertaining to the accounts.
18 Please refer to the various account notes produced in Response to Request for Production No. 2
19 (see, generally, listed items 11-15) for details. Further answering, although TSI also conducts
20 business from time to time as a traditional debt collection agency, at no time was any account for
21 any Plaintiff owed to one of the 6 Defendant Trusts placed with TSI for TSI to perform traditional
22 debt collection services. In other words, except to the extent Plaintiffs construe credit reporting

1 as an attempt to collect a debt, TSI made no direct attempt to collect from any Plaintiff regarding
2 the 6 Defendant Trusts.

3 INTERROGATORY NO. 3: State the total number of consumers from whom you have
4 collected debt during the relevant time period.

5 ANSWER: TSI objects to the Interrogatory as burdensome, overly broad and seeking
6 information disproportionate to the case particularly considering, but not limited to, Plaintiffs'
7 definition of "Consumer," which is not restricted to the 6 Defendant Trusts' accounts and
8 borrowers. TSI further objects to the Interrogatory because it seeks class information that is
9 broader in scope than the class defined in the operative complaint and therefore seeks information
10 that is overbroad, irrelevant, and disproportionate to the present needs of the case. TSI further
11 objects to the Interrogatory because no class has been certified, Plaintiffs' counsel has not been
12 approved as class action counsel, and the information requested is therefore premature.

13 FIRST AMENDED AND SUPPLEMENTAL ANSWER: TSI, in its role as a collection
14 agency, has directly received one or more payments on 107 loan accounts owned by National
15 Collegiate Student Loan Trust 2004-2, National Collegiate Student Loan Trust 2005-2, National
16 Collegiate Student Loan Trust 2005-3, National Collegiate Student Loan Trust 2006-1, National
17 Collegiate Student Loan Trust 2006-3, and National Collegiate Student Loan Trust 2007-4
18 (collectively the "6 Defendant Trusts") during the time period from June 20, 2014 to March 26,
19 2021 where at least one obligor on such a loan is a current Washington resident as of July 13,
20 2021 according to TSI's records. Further answering, TSI additionally received one or more
21 payments on 92 loan accounts (two of these loan accounts additionally received payments in
22 TSI's collection agency role) that were associated with a bankruptcy filing at the time of the

1 payment(s) being made and owned by the 6 Defendant Trusts during the time period from June
2 20, 2014 to March 26, 2021 where at least one obligor on such loan is a current Washington
3 resident as of July 13, 2021 according to TSI's records.

4 **SECOND AMENDED AND SUPPLEMENTAL ANSWER: TSI, in its role as a**
5 **collection agency, has directly received one or more payments on 107 loan accounts owned**
6 **by National Collegiate Student Loan Trust 2004-2, National Collegiate Student Loan Trust**
7 **2005-2, National Collegiate Student Loan Trust 2005-3, National Collegiate Student Loan**
8 **Trust 2006-1, National Collegiate Student Loan Trust 2006-3, and National Collegiate**
9 **Student Loan Trust 2007-4 (collectively the "6 Defendant Trusts") during the time period**
10 **from June 20, 2014 to March 26, 2021 where at least one obligor on such a loan is a current**
11 **Washington resident as of July 13, 2021 according to TSI's records. Further answering,**
12 **TSI additionally received one or more payments on 92 loan accounts (two of these loan**
13 **accounts additionally received payments in TSI's collection agency role) that were**
14 **associated with a bankruptcy filing at the time of the payment(s) being made and owned by**
15 **the 6 Defendant Trusts during the time period from June 20, 2014 to March 26, 2021 where**
16 **at least one obligor on such loan is a current Washington resident as of July 13, 2021**
17 **according to TSI's records. Further answering, and in response to the December 20, 2021**
18 **email request of counsel, a copy of the reports that TSI generated for use in ascertaining**
19 **the foregoing is provided herewith, redacted to exclude confidential personal-identifying**
20 **information that is premature, as no class has been certified and Plaintiffs' counsel has not**
21 **been approved as class action counsel.**

1 INTERROGATORY NO. 4: State the total dollar amount of debt you have collected
2 from consumers during the relevant time period.

3 ANSWER: TSI objects to the Interrogatory as burdensome, overly broad and seeking
4 information disproportionate to the case particularly considering, but not limited to, Plaintiffs'
5 definition of "Consumer," which is not restricted to the 6 Defendant Trusts' accounts and
6 borrowers. TSI further objects to the Interrogatory because it seeks class information that is
7 broader in scope than the class defined in the operative complaint and therefore seeks information
8 that is overbroad, irrelevant, and disproportionate to the present needs of the case. TSI further
9 objects to the Interrogatory because no class has been certified, Plaintiffs' counsel has not been
10 approved as class action counsel, and the information requested is therefore premature.

11 FIRST AMENDED AND SUPPLEMENTAL ANSWER: TSI, in its role as a collection
12 agency, has directly received a total of \$593,735.08 on loan accounts owned by the 6 Trust
13 Defendants during the period from June 20, 2014 to March 26, 2021 where at least one obligor
14 on the loan is a current Washington resident as of July 13, 2021 according to TSI's records.
15 Further answering, TSI additionally received a total of \$312,352.53 on loan accounts that were
16 associated with a bankruptcy filing at the time of the payment(s) being made and owned by the
17 6 Defendant Trusts during the time period from June 20, 2014 to March 26, 2021 where at least
18 one obligor on such loan is a current Washington resident as of July 13, 2021 according to TSI's
19 records.

20 SECOND AMENDED AND SUPPLEMENTAL ANSWER: TSI, in its role as a
21 collection agency, has directly received a total of \$593,735.08 on loan accounts owned by
22 the 6 Trust Defendants during the period from June 20, 2014 to March 26, 2021 where at

1 least one obligor on the loan is a current Washington resident as of July 13, 2021 according
2 to TSI's records. Further answering, TSI additionally received a total of \$312,352.53 on
3 loan accounts that were associated with a bankruptcy filing at the time of the payment(s)
4 being made and owned by the 6 Defendant Trusts during the time period from June 20,
5 2014 to March 26, 2021 where at least one obligor on such loan is a current Washington
6 resident as of July 13, 2021 according to TSI's records. Further answering, and in response
7 to the December 20, 2021 email request of counsel, see the reports produced in response to
8 Interrogatory No. 3 that TSI generated for use in ascertaining the foregoing is provided
9 herewith, redacted to exclude confidential personal-identifying information that is
10 premature, as no class has been certified and Plaintiffs' counsel has not been approved as
11 class action counsel.

12 INTERROGATORY NO. 5: State the total number of consumers against whom the
13 NCSLTs have obtained a judgment in a Washington court relating to a debt during the relevant
14 period.

15 ANSWER: TSI objects to the Interrogatory because it seeks class information that is
16 broader in scope than the class defined in the operative complaint and therefore seeks information
17 that is overbroad, irrelevant, and disproportionate to the present needs of the case. TSI further
18 objects to the Interrogatory because no class has been certified, Plaintiffs' counsel has not been
19 approved as class action counsel, and the information requested is therefore premature.

20 FIRST AMENDED AND SUPPLEMENTAL ANSWER: According to TSI sub-
21 servicing records per data reported by Patenaude & Felix ("P&F"), the total number of Judgments
22

1 the 6 Defendant Trusts have obtained in the State of Washington from June 20, 2014 to March
2 26, 2021 is 270.

3 **SECOND AMENDED AND SUPPLEMENTAL ANSWER:** According to TSI sub-
4 servicing records per data reported by Patenaude & Felix (“P&F”), the total number of
5 Judgments the 6 Defendant Trusts have obtained in the State of Washington from June 20,
6 2014 to March 26, 2021 is 254. Further answering, and in response to the December 20,
7 2021 email request of counsel, the report that TSI generated for use in ascertaining the
8 foregoing is provided herewith,² redacted to exclude confidential personal-identifying
9 information that is premature, as no class has been certified and Plaintiffs’ counsel has not
10 been approved as class action counsel.

11 **INTERROGATORY NO. 6:** List the name, address, and telephone number of each
12 person having any knowledge of facts regarding and/or related to Plaintiffs’ claims asserted
13 against Defendants in this action.

14 **ANSWER:** TSI objects to the Interrogatory overly broad in that it calls for identification
15 of “each person” with “any knowledge” and vague as to facts “regarding and/or related” to
16 Plaintiffs’ claims. The Interrogatory improperly places the burden on TSI to identify what facts
17 may or may not regard or relate to Plaintiffs’ claims and then seek out and identify all persons
18 that may have such knowledge. Accordingly, the Interrogatory is improper in form and scope,
19 and TSI cannot reasonably or meaningfully respond to the Interrogatory as worded. Subject to
20
21

22 ² Certain records in the report were highlighted to denote accounts without a Washington address as of July 13,
23 2021.

1 the foregoing and without limitation, TSI believes Plaintiffs, Bradley Luke, and the Parties may
2 possess knowledge of facts relating to Plaintiffs' purported claims.

3 FIRST AMENDED AND SUPPLEMENTAL ANSWER: TSI's previous objections to
4 this Interrogatory are withdrawn. To the best of TSI's present knowledge, information, and
5 belief, the following individuals have knowledge of the facts, circumstances, or allegations set
6 forth in Plaintiffs' complaint:

- 7 1. Bradley Luke
8 Mr. Luke is currently employed with TSI and may be contacted through
undersigned counsel
- 9 2. Ralph Lyons
10 Mr. Lyons is currently employed with TSI and may be contacted through
undersigned counsel
- 11 3. John G. Richards II
12 U.S. Bank, 60 Livingston Avenue, St. Paul, Minnesota 55107; telephone: 651-
466-5005

13 The following individuals *might have* knowledge of the facts, circumstances, or
14 allegations set forth in Plaintiffs' complaint:

- 15 1. Dudley Turner
16 Mr. Turner may be contacted through his attorney, Paul A. Sanders, Esq.,
Barclay Damon, 100 Chestnut Street, Rochester, New York 14604; telephone:
17 585-295-4426
- 18 2. Brian Jackson
285 Lake Drive Unit B, Atlanta, Georgia 30340; telephone: N/A.
- 19 3. Jonathan Boyd
20 Mr. Boyd is currently employed with TSI and may be contacted through
undersigned counsel
- 21 4. James Cummins
22 1691 Green Oak Circle, Lawrenceville, Georgia 30043; telephone: 678-451-
5134

5. Steven Simonelli
Last known address and telephone information are unavailable but will be supplemented as appropriate following ongoing investigation
6. Iona Morton
PO Box 1152 Buford, Georgia 30515; telephone: 770-329-9601
7. Alicia Holiday
4527 Glade Road APT#5, Forest Park, Georgia 30297; telephone: 412-414-3330
8. Jacqueline Jefferis
4770 Sylvan St, Sugar Hill, Georgia 30518; telephone: 404-421-4927
9. Deanna Martinez
1012 Glen Way, Atlanta, Georgia 30319; telephone: N/A
10. Colleen Morgan
1001 Berkeley Woods Drive, Duluth, Georgia 30096; telephone: N/A
11. Christopher Thomas
Mr. Thomas is currently employed with TSI and may be contacted through undersigned counsel
12. Graham Hord
3310 Country Club Village, Apt H, Peachtree Corners, Georgia 30092; telephone: 770-324-8728
13. Jens Meyer
Cognition Financial, 200 Clarendon Street 3rd Floor, Boston, Massachusetts 02116; telephone: 866-232-3889

INTERROGATORY NO. 7: State the total number of consumers against whom the NCSLTs obtained a judgment on a debt and from whom you have thereafter received payment on such judgment(s) during the relevant time period, and the total amount of such payments.

ANSWER: TSI objects to the Interrogatory because it seeks class information that is broader in scope than the class defined in the operative complaint and therefore seeks information that is overbroad, irrelevant, and disproportionate to the present needs of the case. TSI further

1 objects to the Interrogatory because no class has been certified, Plaintiffs' counsel has not been
2 approved as class action counsel, and the information requested is therefore premature.

3 FIRST AMENDED AND SUPPLEMENTAL ANSWER: Of the 270 judgments
4 identified in response to Interrogatory No. 5, according to TSI sub-servicing records, including
5 data provided by attorney firms, one or more payments have been made on 168 of those accounts
6 from the date of Judgment to March 26, 2021 in the total amount of \$1,489,041.59.

7 SECOND AMENDED AND SUPPLEMENTAL ANSWER: Of the 254 judgments
8 identified in response to Interrogatory No. 5, according to TSI sub-servicing records,
9 including data provided by attorney firms, one or more payments have been made on 157
10 of those accounts from the date of Judgment to March 26, 2021 in the total amount of
11 \$1,389,478.47. Further answering, and in response to the December 20, 2021 email request
12 of counsel,³ the report that TSI generated for use in ascertaining the foregoing is provided
13 herewith, redacted to exclude confidential personal-identifying information that is
14 premature, as no class has been certified and Plaintiffs' counsel has not been approved as
15 class action counsel.

16 INTERROGATORY NO. 8: State the total number of consumers from whom you have
17 collected debt during the relevant time period that exceeds the amount of principal allegedly
18 owed by such consumers for such debts, and the total amount of debt you have collected from
19 consumers that was not applied to the principal of the alleged obligation.


20 ANSWER: TSI objects to the Interrogatory because it seeks class information that is
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22 ³ Certain records in the report were highlighted to denote accounts without a Washington address as of July 13,
23 2021.

1 VERIFICATION

2 The undersigned declares under penalty of perjury under the laws of the State of Georgia
3 and Washington, that I am authorized to act on behalf of Transworld Systems Inc. in this matter,
4 that I have read the foregoing Fifth Amended and Supplemental Responses to Plaintiffs' First
5 Interrogatories, know the contents thereof, and believe the same to be true.

6 DATED at Peachtree Corners, Georgia, on this 7th day of January, 2022.

7 
8 Bradley Luke
9 Director of Operations
Transworld Systems Inc.

9 Certification

10 The undersigned attorney certifies that the foregoing answers and responses, and
11 objections if any, fully comply with Federal Rule 26(g).

12 By: /s/ Justin H. Homes
13 Bryan C. Shartle, *Pro Hac Vice*
14 James K. Schultz *Pro Hac Vice*
15 Justin H. Homes, *Pro Hac Vice*
16 SESSIONS, ISRAEL & SHARTLE, LLC
3850 North Causeway Blvd, Suite 200
17 Metairie, LA 70002-7227
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18
19 Ryan W. Vollans, WSBA #45302
601 Union Street, Suite 4100
Seattle, WA 98101-2380
20 Phone: 206.628.6600
21 Fax: 206.628.6611
Email: rvollans@williamskastner.com

22 *Attorneys for Defendant Transworld Systems Inc.*

1 CERTIFICATE OF SERVICE

2 I hereby certify that on January 7, 2022, I exchanged the foregoing with all counsel of
3 record via email.

4 By: /s/ Justin H. Homes

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23 TRANSWORLD SYSTEMS INC.'S FIFTH AMENDED
24 AND SUPPLEMENTAL RESPONSES TO PLAINTIFFS'
FIRST INTERROGATORIES – 23
(Case No. C18-1132 TSZ)

Sessions, Israel & Shartle, LLC
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Metairie, LA 70002-7227
Phone: (504) 846-7931
Fax: (504) 828-3737

EX. B

procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant ESTHER HOFFMAN to Plaintiff. Specifically Defendant entered into an education loan agreement at Defendant's special instance and request. A loan was extended for Defendant to use pursuant to the terms of the loan agreements. Defendant has failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.


6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx9189/001-001000. No payment has been made since 06/03/2015. After all payments, credits and offsets have been applied, defendant ESTHER HOFFMAN owes the principal sum of \$7,566.41, together with accrued interest in the amount of \$0.00, totaling the sum of \$7,566.41 as of 8/3/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed

their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.


7. Based on records maintained by Plaintiff, the Defendant is not a minor or incompetent. A reasonable inquiry has been made to determine if the Defendant is in the military service of the United States of America, and to the best of my knowledge, Defendant is not in such military services and is therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

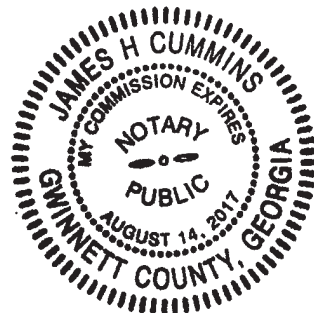
8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

FURTHER AFFIANT SAYETH NAUGHT.


AFFIANT
Print Name: Dudley Turner
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 5 day of August, 2015


NOTARY PUBLIC
My Commission Expires on



NATIONAL COLLEGIATE STUDENT
LOAN TRUST 2005-2

A Delaware Statutory Trust(s)

Plaintiff

V.

TONY KIM

DARIA KIM

Defendant(s)

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Docket #

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA

COUNTY OF GWINNETT

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BEFORE ME, the undersigned authority, personally appeared Affiant Dudley Turner.

who being first duly sworn, deposes and states:

1. I am employed by Transworld Systems Inc. (hereinafter TSI), the designated Custodian of Records for Plaintiff pertaining to the Defendants' education loan(s) forming the subject matter of the above-captioned Complaint. I am duly authorized by Plaintiff to make the representations contained in this Affidavit and I am over the age of 18 and competent to testify to the matters stated in this Affidavit.

2. I am competent and authorized to testify relating to this action through personal knowledge of the business records, including the electronic data, sent to TSI that detail the education loan records. I also have personal knowledge of the record management practices and

procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant TONY KIM and defendant DARIA KIM to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.


6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx7207/001-001000. No payment has been made on this account. After all payments, credits and offsets have been applied, defendant TONY KIM and defendant DARIA KIM owe the principal sum of \$5,928.46, together with accrued interest in the amount of \$966.51, totaling the sum of \$6,894.97 as of 2/18/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note.

In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

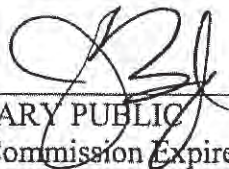
8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

FURTHER AFFIANT SAYETH NAUGHT.


AFFIANT
Print Name: Dudley Turner
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 19th day of February, 2015




NOTARY PUBLIC
My Commission Expires on November 14, 2017

procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant TONY KIM and defendant DARIA KIM to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.

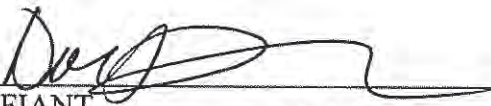
6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx7207/002-001000. No payment has been made on this account. After all payments, credits and offsets have been applied, defendant TONY KIM and defendant DARIA KIM owe the principal sum of \$16,051.91, together with accrued interest in the amount of \$2,616.97, totaling the sum of \$18,668.88 as of 2/18/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note.

In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

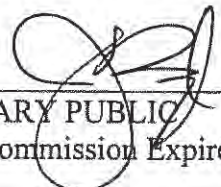
8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

FURTHER AFFIANT SAYETH NAUGHT.


AFFIANT
Print Name: Dudley Turner
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 19th day of February, 2015.




NOTARY PUBLIC
My Commission Expires on November 14, 2017

procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant TONY KIM and defendant KIM,IL to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.


6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx7207/003-001000. No payment has been made on this account. After all payments, credits and offsets have been applied, defendant TONY KIM and defendant KIM,IL owe the principal sum of \$24,652.37, together with accrued interest in the amount of \$4,019.13, totaling the sum of \$28,671.50 as of 4/21/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note.

In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

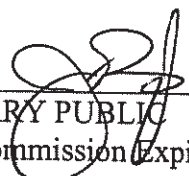
FURTHER AFFIANT SAYETH NAUGHT.



AFFIANT
Print Name: Dudley Turner
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 22nd day of April, 2015.





NOTARY PUBLIC
My Commission Expires on November 14, 2017

NATIONAL COLLEGIATE STUDENT
LOAN TRUST 2006-1
A Delaware Statutory Trust(s)

Plaintiff

v.

TONY KIM
KIM,IL

Defendant(s)

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Docket #

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA

COUNTY OF GWINNETT

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BEFORE ME, the undersigned authority, personally appeared Affiant Dudley Turner,
who being first duly sworn, deposes and states:

1. I am employed by Transworld Systems Inc. (hereinafter TSI), the designated Custodian of Records for Plaintiff pertaining to the Defendants' education loan(s) forming the subject matter of the above-captioned Complaint. I am duly authorized by Plaintiff to make the representations contained in this Affidavit and I am over the age of 18 and competent to testify to the matters stated in this Affidavit.

2. I am competent and authorized to testify relating to this action through personal knowledge of the business records, including the electronic data, sent to TSI that detail the education loan records. I also have personal knowledge of the record management practices and

procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant TONY KIM and defendant KIM,IL to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.


6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx7207/004-001000. No payment has been made on this account. After all payments, credits and offsets have been applied, defendant TONY KIM and defendant KIM,IL owe the principal sum of \$23,882.28, together with accrued interest in the amount of \$3,893.63, totaling the sum of \$27,775.91 as of 4/21/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note.

In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.


FURTHER AFFIANT SAYETH NAUGHT.



AFFIANT
Print Name: Dudley Turner
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 21st day of April, 2015.





NOTARY PUBLIC
My Commission Expires on November 14, 2017

NATIONAL COLLEGIATE STUDENT
LOAN TRUST 2007-4

A Delaware Statutory Trust(s)

Plaintiff

V.

TONY KIM

KIM,IL

Defendant(s)

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Docket #

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA

COUNTY OF GWINNETT

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BEFORE ME, the undersigned authority, personally appeared Affiant Dudley Turner

who being first duly sworn, deposes and states:

1. I am employed by Transworld Systems Inc. (hereinafter TSI), the designated Custodian of Records for Plaintiff pertaining to the Defendants' education loan(s) forming the subject matter of the above-captioned Complaint. I am duly authorized by Plaintiff to make the representations contained in this Affidavit and I am over the age of 18 and competent to testify to the matters stated in this Affidavit.

2. I am competent and authorized to testify relating to this action through personal knowledge of the business records, including the electronic data, sent to TSI that detail the education loan records. I also have personal knowledge of the record management practices and

procedures of Plaintiff and the practices and procedures Plaintiff requires of its loan servicers and other agents.

3. This lawsuit arose out of an unpaid loan or loans owed by defendant TONY KIM and defendant KIM,IL to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.


6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx7207/006-001000. No payment has been made on this account. After all payments, credits and offsets have been applied, defendant TONY KIM and defendant KIM,IL owe the principal sum of \$41,508.81, together with accrued interest in the amount of \$3,784.65, totaling the sum of \$45,293.46 as of 4/21/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note.

In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

8. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.


FURTHER AFFIANT SAYETH NAUGHT.



AFFIANT
Print Name: Dudley Turner
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 27th day of April, 2015.





NOTARY PUBLIC
My Commission Expires on November 14, 2017

NATIONAL COLLEGIATE STUDENT)	
LOAN TRUST 2006-3, A Delaware)	
Statutory Trust)	
Plaintiff)	Docket #
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)	
v.)	
)	
)	
SARAH K DOUGLASS)	
)	
)	
Defendant(s))	

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA)
)
COUNTY OF GWINNETT)

BEFORE ME, the undersigned authority, personally appeared Affiant **Brian Jackson**,
who being first duly sworn, deposes and states:

1. I am employed by Transworld Systems Inc. (hereinafter TSI), the Subservicer for Plaintiff pertaining to the educational loan forming the subject matter of this action.

2. TSI has been contracted to perform the duties of the Subservicer for Plaintiff by ~~U.S. Bank, National Association, the Special Servicer of Plaintiff.~~ TSI, as the Subservicer of the Plaintiff, is the designated custodian of records for the Defendant's educational loan. Additionally, TSI maintains the dedicated system of record for electronic transactions pertaining to the Defendant's educational loan, including, but not necessarily limited to, payments, credits, interest accrual and any other transactions that could impact the Defendant's educational loan.

Attached hereto as Exhibit "A" is a true and correct copy of confirmation of TSI's capacity as Subservicer.

3. I am over the age of 18 and competent to testify to the matters stated herein. As an employee of TSI, I am duly authorized by Plaintiff and U.S. Bank, National Association to make the representations contained in this Affidavit.

4. I have access and training on the system of record utilized by TSI to enter and maintain loan account records and documentation concerning the Defendant's educational loan for the Plaintiff.

5. I am familiar with the process by which TSI receives prior account records, including origination records from the time the loan was requested and/or disbursed to the Defendant and/or the student's school on their behalf.

6. As custodian of records it is TSI's regularly-conducted business practice to incorporate prior loan records and/or documentation into TSI's business records.

7. I am further competent and authorized to testify regarding this educational loan through personal knowledge of the business records maintained by TSI as custodian of records, including electronic data provided to TSI related to the Defendant's educational loan, and the business records attached to this Affidavit.

8. This lawsuit concerns an unpaid loan owed by Defendant SARAH K DOUGLASS to Plaintiff. Specifically, Defendant entered into an educational loan agreement at Defendant's special instance and request. A loan was extended for Defendant to use pursuant to the terms of the loan agreements. Defendant has failed, refused, and/or neglected to pay the balance pursuant to the agreed terms.

9. Educational loan records are created, compiled and recorded as part of regularly conducted business activity at or near the time of the event and from information transmitted from a person with personal knowledge of said event and a business duty to report it, or from information transmitted by a person with personal knowledge of the accounts or events described within the business record. Such records are created, kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.


10. I have reviewed the educational loan records described in this affidavit regarding account number xxxxx1325-001-PHEA. No payment has been made since 04/12/2013. After all payments, credits and offsets have been applied, Defendant SARAH K DOUGLASS owes the principal sum of \$1,766.01, together with accrued interest in the amount of \$ 165.10, totaling the sum of \$1,931.11 as of 3/7/2017. Attached hereto and incorporated as Exhibit "B" is a true copy of the underlying Credit Agreement/Promissory Note and Note Disclosure Statement. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original.

11. The Defendant opened the educational loan described above and funds were first disbursed on 12/21/2005. *See* Exhibit "B". The Defendant's educational loan was then transferred, sold and assigned by the Lender directly to Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3, or to an intermediary, National Collegiate Funding, LLC, who then immediately transferred, sold and assigned the Defendant's educational loan to Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3. The Defendant's educational loan was in good standing and not in default on the date the Plaintiff acquired the Defendant's educational loan. Attached hereto and incorporated as Exhibit "C" is a true and correct copy of the assignment Agreement(s) described herein.


12. Based on custodial records, the Defendant is not a minor or incompetent. A reasonable inquiry has been made to determine if the Defendant is in the military service of the United States of America, and to the best of my knowledge, Defendant is not in such military service and is therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

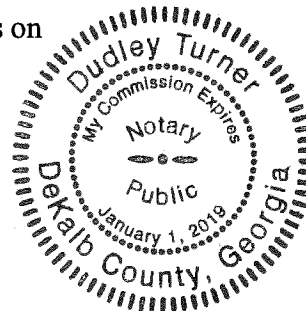
13. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.


AFFIANT
Print Name: **Brian Jackson**
Title: **Legal Case Manager**

SWORN AND SUBSCRIBED to before me this 8 day of March, 2017


NOTARY PUBLIC
My Commission Expires on



NATIONAL COLLEGIATE STUDENT)	
LOAN TRUST 2006-3, A Delaware)	
Statutory Trust)	
Plaintiff)	Docket #
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v.)	
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)	
SARAH K DOUGLASS)	
)	
)	
Defendant(s))	
)	

AFFIDAVIT AND VERIFICATION OF ACCOUNT

STATE OF GEORGIA)
)
COUNTY OF GWINNETT)

BEFORE ME, the undersigned authority, personally appeared Affiant **Brian Jackson**,
who being first duly sworn, deposes and states:

1. I am employed by Transworld Systems Inc. (hereinafter TSI), the Subservicer for Plaintiff pertaining to the educational loan forming the subject matter of this action.
2. TSI has been contracted to perform the duties of the Subservicer for Plaintiff by U.S. Bank, National Association, the Special Servicer of Plaintiff. TSI, as the Subservicer of the Plaintiff, is the designated custodian of records for the Defendant's educational loan. Additionally, TSI maintains the dedicated system of record for electronic transactions pertaining to the Defendant's educational loan, including, but not necessarily limited to, payments, credits, interest accrual and any other transactions that could impact the Defendant's educational loan.

Attached hereto as Exhibit "A" is a true and correct copy of confirmation of TSI's capacity as Subservicer.

3. I am over the age of 18 and competent to testify to the matters stated herein. As an employee of TSI, I am duly authorized by Plaintiff and U.S. Bank, National Association to make the representations contained in this Affidavit.

4. I have access and training on the system of record utilized by TSI to enter and maintain loan account records and documentation concerning the Defendant's educational loan for the Plaintiff.

5. I am familiar with the process by which TSI receives prior account records, including origination records from the time the loan was requested and/or disbursed to the Defendant and/or the student's school on their behalf.

6. As custodian of records it is TSI's regularly-conducted business practice to incorporate prior loan records and/or documentation into TSI's business records.

7. I am further competent and authorized to testify regarding this educational loan through personal knowledge of the business records maintained by TSI as custodian of records, including electronic data provided to TSI related to the Defendant's educational loan, and the business records attached to this Affidavit.

8. This lawsuit concerns an unpaid loan owed by Defendant SARAH K DOUGLASS to Plaintiff. Specifically, Defendant entered into an educational loan agreement at Defendant's special instance and request. A loan was extended for Defendant to use pursuant to the terms of the loan agreements. Defendant has failed, refused, and/or neglected to pay the balance pursuant to the agreed terms.

9. Educational loan records are created, compiled and recorded as part of regularly conducted business activity at or near the time of the event and from information transmitted from a person with personal knowledge of said event and a business duty to report it, or from information transmitted by a person with personal knowledge of the accounts or events described within the business record. Such records are created, kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.


10. I have reviewed the educational loan records described in this affidavit regarding account number xxxxx1325-002-PHEA. No payment has been made since 04/12/2013. After all payments, credits and offsets have been applied, Defendant SARAH K DOUGLASS owes the principal sum of \$2,501.08, together with accrued interest in the amount of \$ 233.83, totaling the sum of \$2,734.91 as of 3/7/2017. Attached hereto and incorporated as Exhibit "B" is a true copy of the underlying Credit Agreement/Promissory Note and Note Disclosure Statement. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original.

11. The Defendant opened the educational loan described above and funds were first disbursed on 4/20/2006. See Exhibit "B". The Defendant's educational loan was then transferred, sold and assigned by the Lender directly to Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3, or to an intermediary, National Collegiate Funding, LLC, who then immediately transferred, sold and assigned the Defendant's educational loan to Plaintiff, NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3. The Defendant's educational loan was in good standing and not in default on the date the Plaintiff acquired the Defendant's educational loan. Attached hereto and incorporated as Exhibit "C" is a true and correct copy of the assignment Agreement(s) described herein.

12. Based on custodial records, the Defendant is not a minor or incompetent. A reasonable inquiry has been made to determine if the Defendant is in the military service of the United States of America, and to the best of my knowledge, Defendant is not in such military service and is therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

13. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NAUGHT.


AFFIANT
Print Name: **Brian Jackson**
Title: **Legal Case Manager**

SWORN AND SUBSCRIBED to before me this 8 day of March, 2017


NOTARY PUBLIC
My Commission Expires on



EX. C

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ESTHER HOFFMAN; SARAH DOUGLASS;
ANTHONY KIM; and IL KIM and DARIA
KIM, husband and wife and the marital
community comprised thereof, on behalf of
themselves and on behalf of others similarly
situated,

Plaintiffs,

vs.

TRANSWORLD SYSTEMS INCORPORATED;
PATENAUE AND FELIX, A.P.C.;
MATTHEW CHEUNG, and the marital
community comprised of MATTHEW CHEUNG
and JANE DOE CHEUNG; National Collegiate
Student Loan Trust 2004-2; National Collegiate
Student Loan Trust 2005-2; National Collegiate
Student Loan Trust 2005-3; National Collegiate
Student Loan Trust 2006-1; National Collegiate
Student Loan Trust 2006-3; National Collegiate
Student Loan Trust 2007-4,

Defendants.

Case No. C18-1132 TSZ

DEFENDANT TRANSWORLD
SYSTEMS INC.'S FIRST
AMENDED AND SUPPLEMENTAL
RESPONSES TO PLAINTIFFS'
SECOND REQUESTS FOR
PRODUCTION OF DOCUMENTS

Pursuant to the Federal Rules of Civil Procedure, Defendant Transworld Systems Inc. (“TSI”)¹ responds to Plaintiffs’ Second Requests for Production of Documents as follows:

REQUEST FOR PRODUCTION NO. 35: Produce all documents and records referenced or relied upon by you in answering Plaintiffs’ Second Interrogatories to you.

RESPONSE: Subject to any objections asserted in Response to Plaintiffs’ Second Interrogatories, see documents produced previously and herewith.

REQUEST FOR PRODUCTION NO. 36: Produce all documents and records pertaining to any transfers of Plaintiffs’ student loans which any of the NCSLTs claim to own, since origination of the loans.

RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and vague and ambiguous as to “any transfers.” Subject to and notwithstanding, see the documents previously produced in response to Plaintiffs’ Request for Production Nos. 2, 26, and 28, described generally as Credit Agreements and Note Disclosure Statements, Pool Supplements, Loan Schedules, and Deposit and Sale Agreements, for the chain of the Defendant Trusts’ title to the Plaintiffs’ subject student loans. Further answering, although not translatable of title and thus not directly responsive, see the Note Purchase Agreements previously produced in response to Plaintiffs’ Request for Production No. 33 (as expanded by email agreement with counsel) and Indentures which may be publicly available and on file with the Securities and Exchange Commission and, accordingly, equally accessible to Plaintiffs. Regardless of the foregoing, TSI does not routinely maintain Indentures for the 6 Defendant Trusts, and the undertaking and

¹ Unless otherwise specified, TSI means only TSI itself and no others and TSI specifically objects to and rejects any contrary meaning suggested by or stated in the Definitions.

1 expense required for TSI to attempt to locate any copies of the requested document(s) is unduly
2 burdensome and disproportionate to the needs of the case particularly considering they are
3 publicly accessible.

4 REQUEST FOR PRODUCTION NO. 37: Produce all documents and records pertaining
5 to any assignments of Plaintiffs' student loans which any of the NCSLTs claim to own, since
6 origination of the loans, including without limitation documents and records memorializing any
7 of Plaintiffs' student loans to any of the NCSLTs.

8 RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and vague
9 and ambiguous as to "any assignments." Subject to and notwithstanding, see the documents
10 previously produced in response to Plaintiffs' Request for Production Nos. 2, 26, and 28,
11 described generally as Credit Agreements and Note Disclosure Statements, Pool Supplements,
12 Loan Schedules, and Deposit and Sale Agreements, for the chain of the Defendant Trusts' title
13 to the Plaintiffs' subject student loans. Further answering, although not translatable of title and
14 thus not directly responsive, see the Note Purchase Agreements previously produced in response
15 to Plaintiffs' Request for Production No. 33 (as expanded by email agreement with counsel) and
16 Indentures which may be publicly available and on file with the Securities and Exchange
17 Commission and, accordingly, equally accessible to Plaintiffs. Regardless of the foregoing, TSI
18 does not routinely maintain Indentures for the 6 Defendant Trusts, and the undertaking and
19 expense required for TSI to attempt to locate any copies of the requested document(s) is unduly
20 burdensome and disproportionate to the needs of the case particularly considering they are
21 publicly accessible.

1 REQUEST FOR PRODUCTION NO. 38: Produce all documents and records related to
2 any delivery of a copy of the Consent Order to any person or entity pursuant to and in compliance
3 with Page 26, Paragraphs Nos. 69 and 70 of the Consent Order.

4 RESPONSE: TSI objects to this Request as overbroad as seeking documents not related
5 to the allegations in the Second Amended Complaint (“SAC”) or the putative class defined
6 therein; and seeking discovery that is disproportional to the needs of the case; and requesting
7 confidential documents and information subject to privilege, including but not limited to 12 CFR
8 § 1070.2(i), and attorney client privilege, and/or precluded from disclosure as evidence of
9 subsequent remedial measures not admissible under the Federal Rules of Evidence.

10 FIRST AMENDED AND SUPPLEMENTAL RESPONSE: TSI objects to this
11 Request as overbroad as seeking documents not related to the allegations in the Second
12 Amended Complaint (“SAC”) or the putative class defined therein and seeking discovery
13 that is disproportional to the needs of the case, particularly to the extent it seeks production
14 of documents related to the delivery of the CFPB Consent Order to board members and
15 other persons who have had no direct involvement with any action or decision-making in
16 servicing Plaintiffs’ loans. Subject to and without waiving the foregoing objections, a
17 report confirming that a copy of the CFPB Consent Order was provided to relevant TSI
18 managers and employees is being generated from TSI’s electronic records and will be
19 produced in due course; additionally, confirmation of Patenaude & Felix, A.P.C.’s (“P&F”)
20 receipt and acknowledgment of the CFPB Consent Order is attached.

21 REQUEST FOR PRODUCTION NO. 39: Produce all signed and dated statements
22 obtained by TSI as required by the Consent Order, at Pages 26-27, Paragraph No. 71.

1 RESPONSE: TSI objects to this Request as overbroad as seeking documents not related
2 to the allegations in the SAC or the putative class defined therein; and seeking discovery that is
3 disproportional to the needs of the case; and requesting confidential documents and information
4 subject to privilege, including but not limited to 12 CFR § 1070.2(i), and/or precluded from
5 disclosure as evidence of subsequent remedial measures not admissible under the Federal Rules
6 of Evidence.

7 **FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving TSI's**
8 **prior objections, see TSI's First Supplemental Response to Request for Production No. 38.**

9 REQUEST FOR PRODUCTION NO. 40: Produce all documents and records produced
10 by TSI to the CFPB in response to the CFPB investigation of the NCSLTs and/or TSI that
11 culminated in the Consent Order, that relate to student loan borrowers in Washington State.

12 RESPONSE: TSI objects to this Request for the reasons set forth in its Motion for
13 Protective Order [Dkt. 156] and Reply in support thereof [Dkt. 165]. As the Court held, "[t]he
14 Court has no method of determining *which* of those documents are relevant or proportional to the
15 needs of this case. Plaintiffs "must make proper discovery requests, identifying the specific
16 categories of [relevant] documents sought"—they cannot simply "request[] copies of discovery
17 files made in the course of [another] investigation[]." *Merrill Lynch*, 2011 WL 3438491, at *3."

18 **FIRST SUPPLEMENTAL RESPONSE: Further to and without waiving TSI's**
19 **prior objections, documents containing the confidential investigatory information and**
20 **confidential supervisory information sought by this request are the property of the CFPB,**
21 **and is subject to privilege, including but not limited to 12 CFR § 1070.2, *et seq.*, and/or**
22 **precluded from disclosure.**

1 REQUEST FOR PRODUCTION NO. 41: Produce all documents and records relating to
2 any current or former TSI employee that signed an affidavit filed in any Washington State court
3 case.

4 RESPONSE: TSI objects to this Request as irrelevant and premature because no class
5 has been certified, and the information sought is not relevant to Plaintiffs or to a Rule 23 analysis.
6 TSI further objects to this Request as overbroad, unduly burdensome, and vague and ambiguous
7 as to “all documents and records relating to” current or former TSI employees. TSI cannot
8 meaningfully respond to this Request as written. If Plaintiffs will describe with some
9 particularity and specificity the name, category, or type of documents requested, TSI will
10 reconsider its response. Absent such clarification, see generally the affidavits, checklists, and
11 training acknowledgments or transcripts TSI previously identified or produced in response to
12 Interrogatory Nos. 13 and 14, and Request for Production Nos. 1 and 2 which include some
13 responsive materials.

14 REQUEST FOR PRODUCTION NO. 42: Produce all documents and records relating to
15 any affidavits or declarations signed by any current or former TSI employee and/or agent filed
16 in any Washington State court case.

17 RESPONSE: TSI objects to this Request as irrelevant and premature because no class
18 has been certified, and the information sought is not relevant to Plaintiffs or to a Rule 23 analysis.
19 TSI further objects to this Request as overbroad, unduly burdensome, and vague and ambiguous
20 as to “all documents and records relating to” current or former TSI employees. TSI cannot
21 meaningfully respond to this Request as written. If Plaintiffs will describe with some
22 particularity and specificity the name, category, or type of documents requested, TSI will

1 reconsider its response. Absent such clarification, see generally the affidavits, checklists, and
2 training acknowledgments or transcripts TSI previously identified or produced in response to
3 Interrogatory Nos. 13 and 14, and Request for Production Nos. 1 and 2 which include some
4 responsive materials.

5 REQUEST FOR PRODUCTION NO. 43: Produce all documents and records relating to
6 any defenses asserted by any defendant(s) to any of Plaintiffs' claims and causes of action in the
7 Complaint.

8 RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and vague
9 and ambiguous as to "all documents and records relating to any defenses asserted by any
10 defendant(s) to any of Plaintiffs' claims[.]" TSI cannot meaningfully respond to this Request as
11 written. Subject to and notwithstanding, any documents produced in discovery by any party may
12 be responsive to this request.

13 REQUEST FOR PRODUCTION NO. 44: Produce all documents and records relating to
14 Plaintiffs' claims asserted in their Complaint.

15 RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and vague
16 and ambiguous as to "all documents and records relating to Plaintiffs' claims." TSI cannot
17 meaningfully respond to this Request as written. Subject to and notwithstanding, any documents
18 produced in discovery by any party may be responsive to this request.

19 REQUEST FOR PRODUCTION NO. 45: Produce all documents and records relating to
20 TSI's identification to the CFPB of Collections Lawsuits that were filed in Washington State
21 between November 1, 2014 and the Effective Date of the Consent Order that are missing the
22

1 documentation described in Paragraph No. 45, subsection (f)(i) and (ii) of the Consent Order, as
2 required by Paragraph No. 45(c) of the Consent Order.

3 RESPONSE: TSI objects to this Request as seeking confidential documents and
4 information subject to privilege, including but not limited to 12 CFR § 1070.2(i), and/or
5 precluded from disclosure as evidence of subsequent remedial measures not admissible under the
6 Federal Rules of Evidence; and as irrelevant and premature because no class has been certified,
7 and the information sought is not relevant to Plaintiffs or to a Rule 23 analysis; and as overbroad,
8 vague, and ambiguous with respect to “all documents and records relating to TSI’s identification”
9 of the referenced alleged lawsuits. Subject to and without waiving said objections, and in
10 compliance with the requirements of Fed. R. Civ. P. 26(b)(5), TSI responds that it is withholding
11 from production information within electronic records that identify certain collections lawsuits.

12 **FIRST SUPPLEMENTAL RESPONSE: Further to and without waiving TSI’s**
13 **prior objections, and in compliance with the requirements of Fed. R. Civ. P. 26(b)(5), TSI**
14 **responds that it is withholding from production a listing of accounts that was provided to**
15 **the CFPB in compliance with one or more CFPB Consent Order requirements.**

16 REQUEST FOR PRODUCTION NO. 46: Produce all documents and records relating to
17 TSI’s notifications as required by Paragraph No. 45(e) of the Consent Order, as to any
18 Washington State student loan borrowers.

19 RESPONSE: TSI objects to this Request as seeking confidential documents and
20 information subject to privilege, including but not limited to 12 CFR § 1070.2(i), and/or
21 precluded from disclosure as evidence of subsequent remedial measures not admissible under the
22 Federal Rules of Evidence; and as irrelevant and premature because no class has been certified,

1 and the documents sought are not relevant to Plaintiffs or to a Rule 23 analysis.

2 REQUEST FOR PRODUCTION NO. 47: Produce all documents and records relating to
3 any reports submitted to the Regional Director of the CFPB in compliance with Paragraph No.
4 48 of the Consent Order, including the reports, related to any Washington State student loan
5 borrowers.

6 RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and vague
7 and ambiguous as to usage of the parenthetical expression “including the reports[.]” TSI further
8 objects to this Request as seeking confidential documents and information subject to privilege,
9 including but not limited to 12 CFR § 1070.2(i), and/or precluded from disclosure as evidence of
10 subsequent remedial measures not admissible under the Federal Rules of Evidence; and as
11 irrelevant and premature because no class has been certified, and the documents sought are not
12 relevant to Plaintiffs or to a Rule 23 analysis. Subject to and without waiving said objections,
13 and in compliance with the requirements of Fed. R. Civ. P. 26(b)(5), TSI responds that it is not
14 withholding any information or documents responsive to this request and therefore is unable,
15 under the dictates of that rule, to “describe the nature of the documents, communications, or
16 tangible things not produced or disclosed.”

17 REQUEST FOR PRODUCTION NO. 48: Produce all documents and records relating to
18 any notifications by TSI to any law firms, including without limitation P&F, to withdraw any
19 Affidavits filed in Washington State court cases in compliance with Paragraph No. 49 of the
20 Consent Order.

21 RESPONSE: TSI objects to this Request as seeking attorney-client privileged and/or
22 confidential documents and information subject to privilege, including but not limited to 12 CFR

1 § 1070.2(i), and/or precluded from disclosure as evidence of subsequent remedial measures not
2 admissible under the Federal Rules of Evidence; and as irrelevant and premature because no class
3 has been certified, and the documents sought are not relevant to Plaintiffs or to a Rule 23 analysis.
4 Subject to and without waiving said objections, and in compliance with the requirements of Fed.
5 R. Civ. P. 26(b)(5), TSI responds that it is not withholding any information or documents
6 responsive to this request and therefore is unable, under the dictates of that rule, to “describe the
7 nature of the documents, communications, or tangible things not produced or disclosed.”

8 **FIRST SUPPLEMENTAL RESPONSE: None.**

9 **REQUEST FOR PRODUCTION NO. 49:** Produce all documents and records relating to
10 any notifications to Washington State courts and/or judges that Affidavits should or needed to be
11 withdrawn from the court file, in compliance with Paragraph No. 49 of the Consent Order.

12 **RESPONSE:** TSI objects to this Request as seeking attorney-client privileged and/or
13 confidential documents and information subject to privilege, including but not limited to 12 CFR
14 § 1070.2(i), and/or precluded from disclosure as evidence of subsequent remedial measures not
15 admissible under the Federal Rules of Evidence; and as irrelevant and premature because no class
16 has been certified, and the documents sought are not relevant to Plaintiffs or to a Rule 23 analysis.
17 Subject to and without waving said objections, and in compliance with the requirements of Fed.
18 R. Civ. P. 26(b)(5), TSI responds that it is not withholding any information or documents
19 responsive to this request and therefore is unable, under the dictates of that rule, to “describe the
20 nature of the documents, communications, or tangible things not produced or disclosed.”

21 **FIRST SUPPLEMENTAL RESPONSE: None.**

1 REQUEST FOR PRODUCTION NO. 50: Produce all documents and records relating to
2 any notifications by TSI to any law firms, including without limitation P&F, to cease post-
3 judgment enforcement activity against any Washington State student loan borrower, in
4 compliance with Paragraph No. 50 of the Consent Order.

5 RESPONSE: TSI objects to this Request as seeking attorney-client privileged and/or
6 confidential documents and information subject to privilege, including but not limited to 12 CFR
7 § 1070.2(i), and/or precluded from disclosure as evidence of subsequent remedial measures not
8 admissible under the Federal Rules of Evidence; and as irrelevant and premature because no class
9 has been certified, and the documents sought are not relevant to Plaintiffs or to a Rule 23 analysis.
10 Subject to and without waiving said objections, and in compliance with the requirements of Fed.
11 R. Civ. P. 26(b)(5), TSI responds that it is withholding from production internet communications
12 with counsel.

13 **FIRST SUPPLEMENTAL RESPONSE**: Further to and without waiving TSI's
14 prior objections, the following documents are withheld from production in response to this
15 Request on the grounds that they constitute privileged communications between TSI and
16 P&F:

- 17 1. November 1, 2017 letter from "Transworld Systems Inc (TSI) Compliance
18 Team" to "TSI Attorney Network;"
- 19 2. November 21, 2021 letter from "Transworld Systems Inc (TSI) Compliance
20 Team" to "TSI – Transworld Systems Inc. Attorney Network", including 1
21 Excel spreadsheet identified as "Patenaude_Felix.xlsx."
- 22 3. December 1, 2017 letter from "Transworld Systems Inc. (TSI) Audit Team" to
23 "NCSLT Attorney Network;"
- 24 4. December 15, 2017 letter from Transworld Systems Inc (TSI) Compliance
 Team" to "TSI – Transworld Systems Inc. Attorney Network"

1 REQUEST FOR PRODUCTION NO. 51: Produce the “Special Subservicing
2 Agreement” by and between Turnstile Management, LLC and U.S. Bank, as successor special
3 servicer, referenced in TSI_0022010.

4 RESPONSE: TSI is not in possession of the specified document.

5 REQUEST FOR PRODUCTION NO. 52: Produce all documents and records relating to
6 communications with Turnstile Capital Management, LLC, the special subservicer referenced in
7 TSI_0022010 for any Collections Lawsuits filed in Washington State.

8 RESPONSE: TSI is not aware of any documents in its possession that are responsive to
9 this Request. TSI’s investigations are ongoing.

10 REQUEST FOR PRODUCTION NO. 53: Produce all documents and records relating to
11 communications with Turnstile Capital Management, LLC, the special subservicer referenced in
12 TSI_0022010 for the Collections Lawsuits against the Plaintiffs.

13 RESPONSE: TSI is not aware of any documents in its possession that are responsive to
14 this Request. TSI’s investigations are ongoing.

15 REQUEST FOR PRODUCTION NO. 54: Produce all documents and records relating to
16 communications with Turnstile Capital Management, LLC, the special subservicer referenced in
17 TSI_0022010 for the Collections Lawsuits against the Plaintiffs.

18 RESPONSE: This Request appears to be duplicative of Request No. 53. See TSI’s
19 Response to Request No. 53.

20 REQUEST FOR PRODUCTION NO. 55: Produce all documents and records received
21 from First Marblehead Data Services, Inc for the alleged loans of the Plaintiffs.

22 RESPONSE: TSI did not receive any documents or records directly from First

1 Marblehead Data Services, Inc. for Plaintiffs' loans.

2 REQUEST FOR PRODUCTION NO. 56: Produce all origination documentation created
3 and/or kept by the The Educational Loan Resource Institute for underwriting purposes for the
4 Collections Lawsuits that were filed in Washington State.

5 RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and as
6 requesting documents in the possession and control of third parties, presumably the Pennsylvania
7 Higher Education Assistance Agency d/b/a American Education Services ("AES"). Subject to
8 and without waiving said objections, TSI would not generally be in possession of documents
9 responsive to this Request. To the extent TSI is in possession any responsive documents at an
10 account level, it would be unduly burdensome for TSI to conduct the account-level reviews
11 required to identify any such documents.

12 REQUEST FOR PRODUCTION NO. 57: Produce all origination documentation created
13 and/or kept by the First Marblehead Corporation or its subsidiaries for underwriting purposes for
14 the Collections Lawsuits that were filed in Washington State.

15 RESPONSE: TSI objects to this Request as overbroad, unduly burdensome, and as
16 requesting documents in the possession and control of third parties, presumably AES. Subject
17 to and without waiving said objections, TSI would not generally be in possession of documents
18 responsive to this Request. To the extent TSI is in possession any responsive documents at an
19 account level, it would be unduly burdensome for TSI to conduct the account-level reviews
20 required to identify any such documents.

21 REQUEST FOR PRODUCTION NO. 58: Produce any and all Private Student Loan
22 Servicing Agreements between the Pennsylvania Higher Education Assistance-Agency and The

1 First Marblehead Corporation, together with any amendments, for the servicing of Plaintiffs'
2 student loans.

3 RESPONSE: TSI objects to this Request as seeking documents in the possession and
4 control of codefendants, presumably National Collegiate Student Loan Trust 2004-2, National
5 Collegiate Student Loan Trust 2005-2, National Collegiate Student Loan Trust 2005-3, National
6 Collegiate Student Loan Trust 2006-1, National Collegiate Student Loan Trust 2006-3, and
7 National Collegiate Student Loan Trust 2007-4 (collectively the "6 Defendant Trusts").

8 REQUEST FOR PRODUCTION NO. 59: Produce any and all Administration
9 Agreements for the NCSLT Trusts, together with any amendments and supplements.

10 RESPONSE: TSI objects to this Request as seeking documents which may be publicly
11 available and on file with the Securities and Exchange Commission and, accordingly, equally
12 accessible to Plaintiffs. Regardless of the foregoing, TSI does not routinely maintain the
13 requested documents for the 6 Defendant Trusts, and the undertaking and expense required for
14 TSI to attempt to locate any copies of the requested document(s) is unduly burdensome and
15 disproportionate to the needs of the case particularly considering they may be publicly accessible.

16 REQUEST FOR PRODUCTION NO. 60: Produce any and all Trust Agreements for the
17 NCSLT Trusts.

18 RESPONSE: TSI objects to this Request as seeking documents which may be publicly
19 available and on file with the Securities and Exchange Commission and, accordingly, equally
20 accessible to Plaintiffs. Regardless of the foregoing, TSI does not routinely maintain the
21 requested documents for the 6 Defendant Trusts, and the undertaking and expense required for
22 TSI to attempt to locate any copies of the requested document(s) is unduly burdensome and

1 disproportionate to the needs of the case particularly considering they may be publicly accessible.
2 Further answering subject to and without waiving said objection, attached are relevant
3 Certificates of Trust which may be responsive.

4 By: /s/ Justin H. Homes

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14 *Attorneys for Defendant Transworld Systems Inc.*

15 CERTIFICATE OF SERVICE

16 I hereby certify that on March 21, 2022, I exchanged the foregoing with all counsel of
17 record via email.

18 By: /s/ Justin H. Homes

EX. D

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ESTHER HOFFMAN; SARAH DOUGLASS;
ANTHONY KIM; and IL KIM and DARIA
KIM, husband and wife and the marital
community comprised thereof, on behalf of
themselves and on behalf of others similarly
situated,

Plaintiffs,

vs.

TRANSWORLD SYSTEMS INCORPORATED;
PATENAUE AND FELIX, A.P.C.;
MATTHEW CHEUNG, and the marital
community comprised of MATTHEW CHEUNG
and JANE DOE CHEUNG; National Collegiate
Student Loan Trust 2004-2; National Collegiate
Student Loan Trust 2005-2; National Collegiate
Student Loan Trust 2005-3; National Collegiate
Student Loan Trust 2006-1; National Collegiate
Student Loan Trust 2006-3; National Collegiate
Student Loan Trust 2007-4,

Defendants.

Case No. C18-1132 TSZ

DEFENDANT TRANSWORLD
SYSTEMS INC.'S FIRST
AMENDED AND SUPPLEMENTAL
RESPONSES TO PLAINTIFFS'
SECOND INTERROGATORIES

Pursuant to the Federal Rules of Civil Procedure, Defendant Transworld Systems Inc. (“TSI”)¹ responds to Plaintiffs’ Second Interrogatories as follows:

INTERROGATORY NO. 19: Identify each Washington State resident with a student loan that any of the NCSLTs claim to own, and for each such borrower, identify the name of the NCSLT that claims to own the loan.

ANSWER: TSI objects to this Interrogatory as overbroad and seeking information irrelevant and disproportional to the needs of the case because it seeks information not related to the allegations in the Second Amended Complaint (“SAC”) and class information that is broader in scope than the class defined therein. TSI further objects to this Interrogatory as irrelevant and premature because no class has been certified, and the information sought is not relevant to a Rule 23 analysis. Subject to and without waiving said objections, TSI’s records reflect that TSI—in its role as Special Subservicer of delinquent and defaulted student loan accounts owned by National Collegiate Student Loan Trust 2004-2, National Collegiate Student Loan Trust 2005-2, National Collegiate Student Loan Trust 2005-3, National Collegiate Student Loan Trust 2006-1, National Collegiate Student Loan Trust 2006-3, and National Collegiate Student Loan Trust 2007-4 (collectively the “6 Defendant Trusts”)—service 2,068 defaulted loan accounts that are presently owned by one of the 6 Defendant Trusts where at least one obligor on such a loan was a Washington resident as of July 13, 2021 according to TSI’s records.

INTERROGATORY NO. 20: For each loan for a Washington State borrower that any of the NCSLTs claim now to own, identify each person and/or entity that has owned the loan

¹ Unless otherwise specified, TSI means only TSI itself and no others, and TSI specifically objects to and rejects any contrary meaning suggested by or stated in the Definitions.

1 since its date of origination, the name of the borrower for the loan, and the dates that each such
2 person and/or entity owned the loan.

3 ANSWER: TSI objects to this Interrogatory as overbroad and seeking information
4 irrelevant and disproportional to the needs of the case because it seeks information not related to
5 the allegations in the SAC and class information that is broader in scope than the class defined
6 therein. TSI further objects to this Interrogatory as irrelevant and premature because no class has
7 been certified, and the information sought is not relevant to a Rule 23 analysis. Subject to and
8 without waiving said objections, TSI's records reflect that TSI—in its role as Special Subservicer
9 of delinquent and defaulted student loan accounts owned by the 6 Defendant Trusts—services
10 loans where either borrower was a Washington resident as of July 13, 2021 that were originated
11 by either Bank of America, N.A., Bank One, N.A., Charter One Bank, N.A., Citizens Bank of
12 Rhode Island, First National Bank Northeast, GMAC Bank, HSBC Bank USA, National
13 Association, The Huntington National Bank, JPMorgan Chase Bank, N.A. KeyBank National
14 Association, M&T Bank, National City Bank, PNC Bank, N.A., RBS Citizens Bank, N.A.,
15 Sovereign Bank, SunTrust Bank, Union Federal Savings Bank or U.S. Bank National
16 Association, together with their predecessors and successors. The loans were then sold, assigned
17 and transferred to the applicable Defendant Trust through an intermediary The National
18 Collegiate Funding, LLC who immediately transferred the loans to the applicable Defendant
19 Trust. Some loans were then transferred to The Education Resources Institute, Inc. ("TERI")
20 pursuant to a Guaranty Event. Those loans currently owned by one of the 6 Defendant Trusts
21 that were transferred to TERI pursuant to a Guaranty Event (none of which include the Plaintiffs'
22 loans at issue) were either transferred back to the original Defendant Trust by way of a

1 rehabilitation program or through the Fourth Amended Plan in TERI's Chapter 11 bankruptcy
2 proceeding.

3 INTERROGATORY NO. 21: Identify all consumers and/or borrowers who were named
4 as defendants in lawsuits filed in Washington State courts, for which the documentation described
5 in Paragraph No. 45(f)(i) and (f)(2) of the Consent Order is missing, and for each such lawsuit,
6 identify the name of the case, county in which the case was filed, and the case number, for each
7 such case.

8 ANSWER: TSI objects to this Interrogatory as irrelevant and premature because no class
9 has been certified, and the information sought is not relevant to a Rule 23 analysis. TSI further
10 objects to this interrogatory as vague and indefinite in failing to identify in particular the
11 documents alleged to be "missing," and, instead, borrows the contents of an extraneous document
12 which likewise fails to adequately describe the documents sought. Subject to and without
13 waiving said objections, TSI has determined that since TSI assumed its role as Special
14 Subservicer for the 6 Defendant Trusts in November 2014, three lawsuits may have been
15 commenced (but subsequently abandoned or dismissed) against Washington consumers in which
16 certain assignment documentation is not within TSI's possession as Special Subservicer for the
17 applicable Defendant Trust(s). However, in no case are the relevant loan schedules missing.
18 Further answering, TSI identified zero lawsuits commenced against Washington consumers in
19 which the signed credit agreement instruments by which the loans were originated were not
20 contained among the respective Defendant Trust's records within TSI's possession as Special
21 Subservicer at the time the lawsuits were commenced.

FIRST SUPPLEMENTAL ANSWER: A listing has been prepared in response to this Interrogatory and is provided herewith. The listing contains the lawsuit caption, case number if applicable, and county of each lawsuit TSI determined to be responsive to this Interrogatory.

INTERROGATORY NO. 22: Identify any Washington State loan borrowers whose loans were the subject of any report submitted to the CFPB Regional Director pursuant to Paragraph No. 48 of the Consent Order.

ANSWER: TSI objects to this Interrogatory as overbroad and seeking information irrelevant and disproportional to the needs of the case because it seeks information not related to the allegations in the SAC and class information that is broader in scope than the class defined therein. TSI further objects to this Interrogatory as irrelevant and premature because no class has been certified, and the information sought is not relevant to a Rule 23 analysis. TSI further objects to this Interrogatory as requesting confidential information subject to privilege, including but not limited to 12 CFR § 1070.2(i), and/or precluded from disclosure as evidence of subsequent remedial measures not admissible under the Federal Rules of Evidence. Subject to the foregoing, see objections and response to Request for Production No. 47.

INTERROGATORY NO. 23: Identify any Washington State court cases for which TSI directed any law firms, including without limitation P&F, to withdraw any filed Affidavits, as required by Paragraph No. 49 of the Consent Order, and identify the name of borrower(s), the case, county in which the case was filed, and the case number, for each such case.

ANSWER: TSI objects to this Interrogatory as requesting information subject to privilege, including but not limited to 12 CFR § 1070.2(i), and attorney-client privilege, and

precluded from disclosure as evidence of subsequent remedial measures not admissible under the Federal Rules of Evidence. Subject to the foregoing, see objections and response to Request for Production Nos. 48 and 49.

FIRST AMENDED AND SUPPLEMENTAL ANSWER: None.

INTERROGATORY NO. 24: Identify any cases filed in Washington State courts for which law firms acting on behalf of any of the NCSLTs sought to remove, withdraw, or terminate post-judgment collection activities, in compliance with Paragraph No. 50 of the Consent Order, and for each such case, identify the name of the borrower(s), the county in which the case was filed, and the case number, for each such case.

ANSWER: TSI objects to this Interrogatory as irrelevant and premature because no class has been certified, and the information sought is not relevant to a Rule 23 analysis. TSI further objects to this Interrogatory as requesting information subject to privilege, including but not limited to 12 CFR § 1070.2(i), and attorney-client privilege, and precluded from disclosure as evidence of subsequent remedial measures not admissible under the Federal Rules of Evidence. Subject to the foregoing, see objections and response to Request for Production No. 50.

FIRST AMENDED AND SUPPLEMENTAL ANSWER: A listing has been prepared in response to this Interrogatory and is provided herewith. The listing contains the lawsuit caption if applicable, case number, and county of each judgment for any of the 6 Defendant Trusts against any Washington consumer, where post-judgment collection activities were removed, withdrawn, or terminated in the event they were active as of September 18, 2017, in compliance with Paragraph 50 of the CFPB Consent Order.

INTERROGATORY NO. 25: Identify each TSI employee and/or agent that signed a declaration or affidavit that was filed in a collection lawsuit in Washington State for any loan claimed to be owned by an NCSLT.

ANSWER: The following current or former TSI employees executed one or more affidavits in connection with Washington lawsuits commenced by the 6 Defendant Trusts: Aaron Motin, Alicia Holiday, Andrew Bolin, Anna Kimbrough, Bradley Luke, Chandra Alphabet, Christopher Phelps, Deidri Welch, Dudley Turner, Graham Hord, Jacqueline Jefferis, Jim Cummins, Jonathan Boyd, Kayla Chandler and Marisa Dartania.

VERIFICATION

The undersigned declares under penalty of perjury under the laws of the State of Georgia and Washington, that I am authorized to act on behalf of Transworld Systems Inc. in this matter, that I have read the foregoing First Amended and Supplemental Responses to Plaintiffs' Second Interrogatories, know the contents thereof, and believe the same to be true.

DATED at Peachtree Corners, Georgia, on this ____ day of March, 2022.

Bradley Luke
Director of Operations
Transworld Systems Inc.

Certification

The undersigned attorney certifies that the foregoing answers and responses, and objections if any, fully comply with Federal Rule 26(g).

By: /s/ Justin H. Homes
 Bryan C. Shartle, *Pro Hac Vice*
 James K. Schultz *Pro Hac Vice*
 Justin H. Homes, *Pro Hac Vice*
 SESSIONS, ISRAEL & SHARTLE, LLC

TRANSWORLD SYSTEMS INC.'S FIRST AMENDED
AND SUPPLEMENTAL RESPONSES TO PLAINTIFFS'
SECOND INTERROGATORIES – 7
(Case No. C18-1132 TSZ)

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Attorneys for Defendant Transworld Systems Inc.

1 CERTIFICATE OF SERVICE

2 I hereby certify that on March 21, 2022, I exchanged the foregoing with all counsel of
3 record via email.

4 By: /s/ Justin H. Homes

EX. E

Supplemental Response to Interrogatory No. 21
Lawsuit Listing

Caption	Case Number	Venue
National Collegiate Student Loan Trust 2005-3 v. Negron	GS-15-CV-459	Franklin
National Collegiate Student Loan Trust 2005-3 v. Avila	N/A	Chelan
National Collegiate Student Loan Trust 2005-3 v. Drumond	N/A	King

EX. F

Supplemental Response to Interrogatory No. 24
Lawsuit Listing

Caption	Case Number	Venue
National Collegiate Student Loan Trust 2005-3 v. Baylis	140303399	Multnomah
National Collegiate Student Loan Trust 2005-3 v. Bui	14-2-00718-7	Clark
National Collegiate Student Loan Trust 2005-3 v. Farley	12-2-02436-9	Kitsap
National Collegiate Student Loan Trust 2005-3 v. Larson	14-2-01496-8	Grant
National Collegiate Student Loan Trust 2005-3 v. Markley	12-2-02347-3	Thurston
National Collegiate Student Loan Trust 2005-3 v. Neihart	14-2-07290-1	Snohomish
National Collegiate Student Loan Trust 2005-3 v. Singh	14-2-06582-3	Snohomish
National Collegiate Student Loan Trust 2005-3 v. White	13-2-00276-8	Thurston
National Collegiate Student Loan Trust 2005-3 v. Williams	14-2-02678-5	Clark
National Collegiate Student Loan Trust 2005-3 v. Oledan	12-2-14773-1	Pierce

EX. G

Henry & DeGraaff, P.S.

Christina L Henry
chenry@hdm-legal.com

March 8, 2022

SENT VIA EMAIL ONLY

Justin Holmes and Bryan Shartle
Sessions, Israel & Shartle
3850 North Causeway Blvd, Suite 200
jhomes@sessions.legal
bshartle@sessions.legal

RE: *Esther Hoffman, et al. v. Transworld Systems Incorporated, et al* – Discovery
Conference re TSI Discovery Responses

Justin and Bryan:

I am writing to request a discovery conference with you on Friday March 11, 2022 at 10:00 a.m. regarding issues with TSI's responses to the below listed interrogatories and requests for production.

Your responses to Plaintiff's Second Set of Interrogatories Nos. 21, 22, 23, and 24 and Second Set of Requests for Production Nos. 35, 38, 39, 40, 45, 46, 47, 48, 49 and 50 were nonresponsive and you withheld evidence based on an improper assertion of privilege.

As the Court's recent Minute Order indicates, information regarding the actions taken by TSI in response to the CFPB's Consent Order with TSI are relevant and these discovery requests are proportional to the needs of this case.

We look forward to discussing these matters with you. Please confirm your availability.

Yours Truly,

/s/ *Christina L Henry*
Christina L Henry

Cc: All Counsel of Record

EX. H

March 24, 2022

SENT VIA EMAIL ONLY

Justin Homes and Bryan Shartle
Sessions, Israel & Shartle, LLC
3850 North Causeway Blvd, Suite 200
Metairie, LA 70002-7227
jhomes@sessions.legal

RE: *Esther Hoffman, et al. v. Transworld Systems Incorporated, et al* – TSI Discovery Responses

Mr. Homes and Mr. Shartle,

I am writing regarding TSI's latest discovery responses produced March 21, 2022. TSI's supplemental responses to Plaintiff's Second Interrogatories and Requests for Production are incomplete and reveal that TSI's previously provided responses to discovery were also incomplete. As such, we request a meet and confer Monday, March 28 at 2:00 p.m. PT. Please confirm your availability. As you are aware, per the parties' stipulated continuance (Dkt. #270), Plaintiffs have until April 4, 2022 to file a motion to compel.

TSI's supplemental responses to RFPs

RFP No. 38 requests documents and records relating to the delivery of the Consent Order to any person or entity to which TSI was required to provide a copy pursuant to paragraphs 69 and 70 of the Consent Order. TSI renews its objection that this request is overbroad but agrees to provide "a report confirming that a copy of the CFPB Consent Order was provided to relevant TSI managers and employees...in due course." This is not sufficient.

As an initial matter, your apparent relevance objection that the request seeks "documents related to the delivery of the CFPB Consent Order to ... persons who have no direct [relation] to the servicing of Plaintiffs' loans" was waived when not raised in your initial responses. Next, at our March 17, 2022 meet and confer, you represented to Plaintiffs' counsel that you would provide all supplemental responses you would agree to provide by March 21. Thus, your "in due course" response is contrary to your agreement. Because you also agreed that if you failed to provide responses on March 21, 2022, the meet and confer requirements regarding those requests would be met and Plaintiffs could move forward with a motion to compel, Plaintiffs will move forward with a motion to compel on this Request if complete responses are not provided by Friday March 25.

RFP No. 39 TSI's supplemental response to this Request refers Plaintiffs to TSI's response to RFP No. 38 and is therefore inadequate for the same reasons.

RFP No. 40 requests documents produced by TSI to the CFPB that relate to student loan borrowers in Washington State. In your supplemental response, you renew your previous objections and reference 12 CFR § 1070.2, et seq. You previously raised this argument with the Court (*see* Dkt. ## 156, 165) and the Court's resulting decision rejected your argument. We seek to confirm that we are at an impasse on this Request.

RFP No. 45 requests documents relating to TSI's identification of collection lawsuits filed in Washington that are missing the documents described in Paragraph No. 45, subsection (f)(i) and (ii) of the Consent Order. Your response reveals that you are withholding a list of accounts that were provided to the CFPB. Your supplemental response is further incomplete as Plaintiffs' request was not limited to list of accounts, but instead all documents relating to TSI's identification of accounts. Under the definition of "documents," this would include communications and other materials used in the identification of the accounts. We would like to confirm that we are at an impasse on this Request.

RFP No. 50 requests "documents and records relating to notification by TSI to any law firms... to cease post-judgment enforcement activity against any Washington State student loan borrower, in compliance with Paragraph No. 50 of the Consent Order." Your supplemental response raises objections and identifies, for the first time, letters that were withheld from production. Your initial response also identified that there are internet communications with counsel being withheld. The Court's February 8, 2022 Minute Order (Dkt. #258) states that the actions TSI took in response to the Consent Order are not protected from disclosure. We would like to discuss (1) whether the documents listed in the supplemental response are the internet communications referenced in the initial response, and (2) what is the basis for withholding each document. We would also like to confirm that we are at an impasse on this Request.

TSI's supplemental responses to Interrogatories

Rog Nos. 21 & 24 relate to all of the defendant trusts. The lists provided in response to these interrogatories only relate to NCSLT 2005-3. Please confirm that the responses provided are complete. Additionally, the list of three cases in response to Rog No. 21 includes Case Number GS-15-CV-459 for the Franklin County lawsuit, *NCSLT 2005-3 v. Negron*. This appears to be a District Court case number. I called the Franklin County District Court and was informed that this is not a valid case number. I have also confirmed that it is not a valid case number in the Franklin County Superior Court. Please review your records and either provide the pleadings in that case or an accurate case number. The list of cases provided in response to Interrogatory No. 21 also includes a King County lawsuit, *NCSLT 2005-3 v. Drumond*. *Drumond* was assigned a

case number, No. 15-2-18048-7. Please come to the Friday meet and confer prepared to discuss how the search for records responsive to Interrogatory No.'s. 21 & 24 were conducted and why we were not provided the case number for the cases included in the list provided in response to No. 21.

Indications of inadequate response to Interrogatory No. 6

TSI's supplemental responses also indicate that its previous responses to Interrogatory No. 6 were incomplete. Interrogatory No. 6 requested the names and contact information of any persons with knowledge of facts related to Plaintiffs' claims against the Defendants in this action. The Motions for Default filed in the cases listed in the supplemental response to Interrogatory No. 24 evidence that not all of the persons that signed affidavits filed in cases brought by the defendant NCSLTs in Washington courts during the relevant time period were disclosed. For example, the affiant in *NCSLT 2005-3 v. Neihart*, SCSC Cs. No. 14-2-07290-1, was Christopher Phelps. Mr. Phelps is a person with knowledge regarding the facts alleged by the Plaintiffs. Please be prepared to discuss whether TSI will provide the names and contact information for all persons who signed affidavits that were filed in Washington in support of a lawsuit brought on behalf of one of the Defendant NCSLTs during the class period. If not, we will move to compel complete responses to Interrogatory No. 6.

* * *

Please confirm your availability for the requested meet and confer on Monday, March 28, 2022 at your soonest opportunity. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sam Leonard', with a stylized flourish at the end.

Sam Leonard
Leonard Law

EX. I



JUSTIN H. HOMES
Direct: (504) 846-7931
jhomes@sessions.legal

March 28, 2022

Via e-mail only: sam@seattledebtdefense.com

Sam Leonard, Esq.
Leonard Law, PLLC
3614 California Ave SW
#151
Seattle, WA 98116

**Re: *Esther Hoffman, et al. v. Transworld Systems Inc., et al.*;
USDC WDWA No. 18-cv-01132**

Dear Sam:

We are in receipt of your March 24, 2022 letter outlining Plaintiffs' present discovery disputes and requesting confirmation that we are at an impasse on the items you have specified. Although we remain available to discuss, we agree we are at an impasse as to each item you have raised and that further conference in this regard is unnecessary. Please note the following:

Request for Production Nos. 38 & 39: We do not believe TSI has waived the right to limit any production to only relevant documents in response to these Requests. If you disagree, then this confirms we are at an impasse. Moreover, as you are aware, on Friday March 25, 2022, TSI transmitted the documentation it indicated it would produce in its First Amended and Supplemental Responses to Plaintiffs' Second Request for Production of Documents.

Request for Production No. 40 and 45: We believe Plaintiffs' Requests for Production Nos. 40 and 45 are objectionable for all of the reasons stated in TSI's responses to those Requests, as supplemented. If you disagree, then this confirms we are at an impasse.

Request for Production No. 50: We are confirming the documents listed in supplemental response to Plaintiffs' Request for Production No. 50 are the communications referenced in TSI's original response to that request. The bases on which such documents

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SESSIONS, ISRAEL & SHARTLE
ATTORNEYS AT LAW

Sam Leonard, Esq.

March 28, 2022 – Page 2

have been withheld are stated in TSI's response to that request, as supplemented. If you disagree with the merit of those objections, then this confirms we are at an impasse.

Interrogatory Nos. 21 and 24: TSI has provided all docket-filing information it possesses regarding the matters listed in its supplemental responses to these Interrogatories. Patenaude & Felix was the attorney of record for each of the listed matters. Also, the manner in which TSI formulated its response to these Interrogatories is subject to the attorney-client privilege and attorney work-product doctrine. If you disagree, then this confirms we are at an impasse.

Interrogatory No. 6: We disagree any amendment or supplementation of this Interrogatory is warranted. By your logic, every TSI employee—past and present—would be responsive to this Interrogatory. TSI disagrees with your interpretation and does not intend to supplement its answer to this Interrogatory in the manner you have requested. If you disagree, then this confirms we are at an impasse.

In light of the foregoing, and unless we hear from you otherwise, we do not plan on attending the conference previously scheduled for this afternoon.

Very truly yours,


Justin H. Homes

JHH:SAA

cc: counsel of record (via email)